



**TOWN OF GRAFTON**  
GRAFTON MEMORIAL MUNICIPAL CENTER  
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519  
(508) 839-5335 ext 1180 • FAX (508) 839-4602  
[www.grafton-ma.gov](http://www.grafton-ma.gov)

**BOARD OF SELECTMEN  
MEETING AGENDA**

May 14, 2019  
Municipal Center, Conference Room A  
7:00 p.m.

**CALL TO ORDER**

**OATH OF OFFICE – Officer Coggan’s & Zita (Grafton K-9)**

**1. SCHEDULE**

**2. RESIGNATIONS**

a) Paul Monroe, Planning Board Associate

**3. APPOINTMENTS - None**

**Board of Selectmen**

**Town Administrator**

**4. NEW BUSINESS**

a) Vote to Approve Crack Sealing Contract

b) Vote to Increase Building Permit Fees

c) One Day Beer & Wine License – Shannon Catino,  
June 23, 2019 and October 5, 2019 (On the Common Charity Event)

d) One Day Beer & Wine License – VFW Post 1497, 25 Main Street, S. Grafton MA  
Grafton High School Scholarship event May 26<sup>th</sup>

e) Vote to Close Ferry Street May 18<sup>th</sup> for the Little League Parade

**5. SELECTMEN REPORTS / TA REPORTS**

**6. CORRESPONDENCE**

**7. DISCUSSION**

a) Summer Schedule

## **8. MEETING MINUTES**

### **EXECUTIVE SESSION**

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Litigation Strategy

Union Negotiations

Land Negotiation

Non Union Negotiations

Strategy for Negotiations

Minutes

### **ADJOURN**

### **OATH OF OFFICE: OFFICER COGGANS and ZITA**

Our newest member of the Grafton Police Department, K-9 Zita has completed all of her re-certifications and is ready to begin working with Officer Coggans. The Selectmen will have the opportunity to meet Zita as she get's officially sworn in as a member of the Grafton Police Department. Officer Coggan's can answer any questions you may have.

### **ACTION:**

The Town Clerk will be present to give the oath of office to Officer Coggan's and Zita.

## **2 (a) RESIGNATION: PLANNING BOARD ASSOCIATE MEMBER**

Associate Planning Board Member, Paul Monroe has notified the Selectmen and the Town Clerk that he will be stepping down from his position as associate member.

### **MOTION:**

I move the Board vote to accept the resignation of Paul Monroe as Associate Member of the Planning Board.

**Cindy Ide**

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**From:** Jane Zwicker  
**Sent:** Tuesday, May 07, 2019 8:35 AM  
**To:** Cindy Ide  
**Subject:** Fwd: Planning Board

Hi Cindy,

Not sure if you got this...

Thanks,  
Jayne

----- Forwarded message -----

**From:** Paul Monroe <[paulmonroe@firesidere.com](mailto:paulmonroe@firesidere.com)>  
**Date:** Mon, May 6, 2019 at 8:44 AM  
**Subject:** Planning Board  
**To:** <[clerks@graffton-ma.gov](mailto:clerks@graffton-ma.gov)>

Good Morning,

I am unfortunately writing this email to inform you I will be stepping down as the associate member of the planning board. I am grateful for the opportunity that was given to me and wish the Board and staff the best of luck in future endeavors. Please let me know where the best place to return the iPad that was on lend to me and I will have that over before the end of the week. All the best.

Sincerely,  
Paul Monroe  
978-241-2787

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*Jayne Zwicker*

Administrative Assistant

Town Clerk's Office

Town of Grafton

30 Providence Road

Grafton, MA 01519

508-839-5335 x 1141

#### **4 (a) NEW BUSINESS: VOTE TO SIGN CRACK SEALING CONTRACT**

As done yearly, the Town requested bids for the annual Chip/crack sealing contract. There was only one bidder, All States Asphalt, Inc.

#### **MOTION:**

I move the board vote to approve the All States Asphalt Inc contract for Chip/Crack Sealing Services through June 30, 2020.

Bid Tally Form for Chip Seal/Crack Seal Services - 2019

				Contractor					
				All States Asphalt					
				Bid Bond? Yes	Bid Bond?	Bid Bond?	Bid Bond?	Bid Bond?	Bid Bond?
Item No.	Item Description	Unit	Est Qty	Unit Price (\$)	Unit Price (\$)	Unit Price (\$)	Unit Price (\$)	Unit Price (\$)	Unit Price (\$)
220.1	Structure Adjusted	EA	5	\$ 350.00					
220.2	Structure Rebuilt	EA	5	\$ 250.00					
358	Gate Box Adjusted	EA	5	\$ 200.00					
460	Hot Mix Asphalt	EA	200	\$ 145.00					
466	Stress Absorbing Membrane (SAM)	SY	25,000	\$ 4.85					
482.1	Crack Sealant	GAL	7,000	\$ 12.00					
	Line Item - Total			\$ 238,250.00					

WE THE UNDERSIGNED DECLARE UNDER THE PENALTIES OF PERJURY THAT THE ABOVE IS A COMPLETE AND ACCURATE LIST OF BIDS OPENED AND READ ALOUD ON 3/22/2019 (DATE) AT 1000 (TIME) FOR THE ABOVE SPECIFIED CONTRACT.

SIGNED: Brian S. S. S. DATE: 3/22/19

SIGNED: [Signature] DATE: 3/22/19

# TOWN OF GRAFTON<sup>1</sup>

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DATE: MAY , 2019

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town,"), and

All States Asphalt, Inc.  
PO Box 91  
Sunderland, MA 01375

Phone: (800) 343-9620

Fax: (413) 674-2712

1. This is a Contract for the procurement of the following:

The Contractor shall provide all materials, labor, tools, equipment, vehicles and insurance to perform the work as outlined for **Chip Seal/Crack Seal Services**. The work includes applying a chip seal (stress absorbing membrane) to various roadways listed above, applying a hot mix leveling course as required, structure adjustments, cleaning and sealing of random cracks in bituminous concrete pavements, safety controls and signing for construction operations and other incidental items included in the contract documents. All work is to be performed under the direction of the Engineer or his designee as outlined in the bid documents for "**Chip Seal/Crack Seal Services**".

2. The Contract price to be paid to the Contractor by the Town is as follows:

The Town shall pay the contractor for the performance of this Contract, in accordance with the prices listed on the attached Bid Quotation Form on a unit price basis.

The Contractor agrees to invoice the Engineering Department or DPW in such form as the department may require. The Town shall have thirty-five (35) days after the receipt of a proper invoice in which to make payment. The Contractor agrees that no late penalty interest shall accrue for late payments except as provided by law. The Town shall withhold five percent (5%) of the invoice amount as security to cover any claims, which may arise due to unsatisfactory Work or failure to complete the Work.

3. Payment will be made as follows:

3.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made

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<sup>1</sup> Contract Long Form Services more than \$25,000.00 NOT TO BE USED FOR ENGINEERING AND ARCHITECT CONTRACTS.



by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed Two Hundred Thirty-Eight Thousand Two Hundred Fifty Dollars (\$238,250.00) as more fully set forth in the Contractor Documents.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

#### 4. Security:

4.1 The Contractor must provide security in the form of a 100% performance bond, 100% payment bond and 5% bid surety, conditioned upon the faithful performance of this Contract.

#### 5. Definitions:

5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.

5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

5.3 The Contractor: The "other party,, to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor,, shall be understood to refer to any other such label used.

- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

#### 6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 2020, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract. As described above, the Town may extend the contract for two additional one year terms at the sole discretion of the Town.

#### 7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

#### 8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

#### 9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

9.3 Default. The following shall constitute events of a default under the Contract:

1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

#### 10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

#### 11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages,, including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages,,) as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

## 12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq*: - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq*: Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

## 13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which

shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

#### 14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

#### 15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section "affirmative action,, means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer,,";
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

- 15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.
- 15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.
- 15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.
- 15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for

the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.



- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

## 22. Insurance

### 22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

### 22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$2 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate



termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

### 22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$2 Million annual aggregate for property damage and \$1 Million per person and \$2 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA,, or "ACORD,, Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer,

evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

### 23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

### 24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

### 25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit,

examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

#### 26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

#### 27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

#### 28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

#### 29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

#### 30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

33. Supplemental Conditions:

If this Contract is for Construction, the following provisions will apply:

See ATTACHMENTS, Invitation for Bids AND Bid Tally Sheet, attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

\_\_\_\_\_  
Chairman, Board of Selectmen

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person,, shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title/Authority

## CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

\_\_\_\_\_, authorized signatory for  
name of signatory

\_\_\_\_\_, whose  
name of contractor

principal place of business is at \_\_\_\_\_,

\_\_\_\_\_ does hereby certify under the pains and penalties of perjury  
that \_\_\_\_\_ has paid all

name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## EXAMPLE CLERK'S CERTIFICATE

\_\_\_\_\_  
Action of Shareholders  
Written Consent

(Date)

The undersigned, being the Shareholders of \_\_\_\_\_, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, \_\_\_\_\_ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of Corporation

SEAL

## CONTRACT CHECKLIST

Initials

1. Certification of Signatures
  - For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)
  - For LLC: need Manager signature or signed vote of the LLC
2. Certificate of Non-collusion
3. Insurance Certificate (showing Town as additional insured)
  - Matches amount of insurance required under contract
4. Certificate of Good Faith
5. Certificate of Tax Compliance
6. Signed by Contractor
  - Matches certification by Corp officer of authority.
7. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State

Contract Reviewed by: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name, Title



#### **4 (b) NEW BUSINESS: VOTE TO INCREASE BUILDING FEES**

At an earlier meeting, Mr. Yeomans met with the Selectmen to request an increase in the current building permit fees. The Board will finalize discussion and determine whether or not to increase the fees as suggested by Mr. Yeomans.

#### **MOTION:**

I move the board vote to increase the Building Fees as submitted and effective July 1, 2019

March 16, 2019  
William A. Yeomans  
297 Providence Road  
South Grafton, MA 01560

Sargon Hanna, Chair, Board of Selectman  
And Board Members  
Town of Grafton  
30 Providence Road  
Grafton MA 01519

Subject: Request a Building Permit Fee increase from \$7/\$1,000 to \$10/\$1,000

Dear Sargon and Board Members,

**I'm writing to ask the BOS to again consider raising our Building Permit Fee from our current rate of \$7/K to a rate of \$10/K. This new rate will bring our fee in line with surrounding communities and should provide a yearly increase of approximately \$80 to \$100,000 in new revenue.**

I have carefully watched all recent BOS and other budget related meetings, including your lengthy BOS meeting on March 12<sup>th</sup>. During these meetings, a lot of time was spent discussing, debating, manipulating and adjusting possible revenue sources and staffing models to deal with funding the present shortfall in the town's Operating Budget for the upcoming Fiscal Year 2020 and the mandated requirement to bring forth a balanced budget to our Annual Town Meeting.

**During the budget discussion at your March 12<sup>th</sup> BOS meeting, you pointed out that in the following Fiscal Year 2021, a School and Administrative Operational Override would likely be requested to deal with the continuing shortfall in revenues needed to sustain and operate vital Town and School Department functions.**

**As a resident who, like each of you, is interested and involved in serving our town, I feel it's important for the Board to continue to identify and raise revenues wherever possible before coming to residents for an Operational Override. All avenues for increased revenues, both on the School and Town Administration side of the budget, must be identified and acted on before asking for a new Operational Override.**

**I am asking the Board to increase the Building Permit Fee to \$10/K. This is the amount I had originally sought and advocated for in February, 2018. In early April 2018, the Board voted to increase it to \$7/K from \$5/K. It passed by a vote of 3 in favor and 2 opposed. I was pleased but at the same time, disappointed by that action. I was pleased with the increase but disappointed that it was only raised to \$7/K.**

**I feel that maintaining a Building Permit fee structure of only \$7/\$1,000 continues to subsidize firms and builders involved in the development of homes and projects in Grafton at the expense of other needs throughout our town departments (many of whom require supporting them) that are starved for revenues to properly staff and run their department.**

**The Building Permit Fee now in place for Grafton, \$7/\$1000 of Building Validation, still remains the lowest of all towns in the surrounding area.**

**Building Permit Fees of surrounding towns:**

- Northborough \$10/K
- Shrewsbury \$10/K
- Westboro \$10/K
- Upton \$10/K plus
- Northbridge \$8/K
- Millbury \$8/K
- Grafton \$7/K

**I ask the Board to take immediate action to raise our Building Permit Fee for all methods of building in our town. I estimate this action should produce additional revenue of approximately \$80 to \$100,000 in the upcoming year and beyond for many years to come.**

**Why raise the Building Permit Fee?**

- 1. Grafton is in the process of implementing a software program to provide on-line permitting.** While there may be many different town departments using the program to assist with their permitting needs, I believe the majority of permitting requirements utilizing a system of this type and therefore a majority of its costs, are associated with the day-to-day operations of the Planning and Building/Zoning Departments.
- 2. Our Building Permit fee should be immediately increased to raise revenues to fund the new On-Line Permitting System, staff training and its on-going yearly costs (est. +/- \$40,000) for software updates and on-going maintenance.**
- 3. Increasing the Building Permit Fee will provide a revenue stream to properly support the equipment and technology requirements, staffing and other costs associated with running these two very important departments, Planning and Building/Zoning.**
- 4. Services provided by the Planning and Building/Zoning Departments widely serve our town in dealing with, providing support for and protecting Grafton's interest in the building and development projects now before us and those planned for the future.**

Sargon, I am going to attend your next BOS meeting on March 19th and ask you, as Chair, to allow me a few brief minutes to speak and submit my request for the increase herein outlined.

I thank you all in advance for your thoughtful consideration of my request. I can be reached at 508-244-9446 or email at [billyeo@verizon.net](mailto:billyeo@verizon.net).

Respectfully and sincerely submitted,

Bill Yeomans

CC: Tim McNerney, Town Administrator

Rebecca Meekins, Assistant Town Administrator

BOS Members: Craig Dauphinais, Jennifer Thomas, Edward Prisby, Bruce Spinney

#### **4 (c) NEW BUSINESS: ONE DAY BEER & WINE LICENSE (2 dates)**

An application has been submitted by Shannon Catino for two One Day Beer and Wine permits for two scheduled fundraisers on Grafton Common. The first is June 23<sup>rd</sup>, a Charity Cornhole Tournament and the second is for a Charity Roctoberfest on October 5<sup>th</sup>. Both events will have Police Details and Mr. Hunter of the Grafton Inn has provided the required insurance certificates and TIPS Training certificates for the event/server.

Proceeds from the event will be doneated to a local homeless veteran's shelter.

#### **MOTION:**

I move the board vote to approve the one day beer and wine applications for June 23, 2019 and October 5, 2019.



COMMONWEALTH OF MASSACHUSETTS

TOWN OF GRAFTON

APPLICATION FOR LICENSE

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto: **(FULL NAME OF PERSON, FIRM OR CORPORATION MAKING APPLICATION):**

THE GRAFTON INN

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

JUNE 23, 2019

Date(s) for one day events

GRAFTON TOWN COMMON

Location

To the Honorable Board of Selectmen; Town of Grafton, Massachusetts

I hereby respectfully submit an application(s) for a license as indicated by ( X ), for which the fee is enclosed.

- |   |   |
|---|---|
| <input type="checkbox"/> Garage Class _____ (\$100)   | <input type="checkbox"/> Music/entertainment (\$10)               |
| <input type="checkbox"/> Hawkers/Peddler (\$25.00)  | <input type="checkbox"/> Common Victuallers (\$25)                |
| <input type="checkbox"/> Pool Room, 1 table(s) at (\$25) each   | <input type="checkbox"/> Inn holders (\$25)                       |
| <input type="checkbox"/> Bowling, _____ alleys at (\$25) each   | <input checked="" type="checkbox"/> One Day Beer & Wine (\$25) ** |
| <input type="checkbox"/> Auctioneer (\$25)  | <input type="checkbox"/> One Day All Alcoholic (\$25)             |
| <input type="checkbox"/> One Day Auctioneer (\$10)  | <input type="checkbox"/> Second Hand Articles (\$40)              |
| <input type="checkbox"/> Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side |   |

Business Name: THE GRAFTON INN

License Holders Name/Title: JAMES HUNTER - OWNER

Business Address: 25 GRAFTON COMMON 01519

Residential Address: 4 ENGLISH ROW 01560

Phone Number & Email Address: 508 726 9394 JHUNTER866@GMAIL.COM

PLEASE COMPLETE THE REVERSE SIDE  
Incomplete applications will not be processed

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

SHANNON CATINO

(Print) Name (of individual or Corporation as applicable)

4 ENGLISH ROW

Street Address

S. GRAFTON

MA

01560

City/Town

State

Zip Code

Shannon Catino

\* Signature of Individual or  
Corporate Name (mandatory)

Re: Corporate Officer  
(mandatory, if applicable)

Social Security Number (voluntary) or  
Federal Identification Number

029-586267

This license will not be issued unless this certification clause is signed by the applicant.

Your Social Security/Fed ID number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date:

4-24-19

Back to Agenda



COMMONWEALTH OF MASSACHUSETTS

TOWN OF GRAFTON

APPLICATION FOR LICENSE

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto: (FULL NAME OF PERSON, FIRM OR CORPORATION MAKING APPLICATION):

THE GRAFTON INN

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 98 of the Massachusetts General Laws.

OCT 5, 2019  
Date(s) for one day events

GRAFTON TOWN COMMON  
Location

To the Honorable Board of Selectmen; Town of Grafton, Massachusetts

I hereby respectfully submit an application(s) for a license as indicated by ( X ), for which the fee is enclosed.

- |  |   |
|--|---|
| ( ) Garage Class _____ (\$100)   | <input checked="" type="checkbox"/> Music/entertainment (\$10)    |
| ( ) Hawkers/Peddler (\$25.00)  | ( ) Common Victuallers (\$25)                                     |
| ( ) Pool Room, 1 table(s) at (\$25) each   | ( ) Inn holders (\$25)  |
| ( ) Bowling, _____ alleys at (\$25) each   | <input checked="" type="checkbox"/> One Day Beer & Wine (\$25) ** |
| ( ) Auctioneer (\$25)  | ( ) One Day All Alcoholic (\$25)                                  |
| ( ) One Day Auctioneer (\$10)  | ( ) Second Hand Articles (\$40)                                   |
| ( ) Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side |   |

Business Name: THE GRAFTON INN

License Holders Name/Title: JAMES HUNTER - OWNER

Business Address: 25 GRAFTON COMMON 01519

Residential Address: 4 ENGLISH ROW 01560

Phone Number & Email Address: 508 726 9394 JHUNTER866@GMAIL.COM

PLEASE COMPLETE THE REVERSE SIDE  
Incomplete applications will not be processed

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

SHANNON CATINO

(Print) Name (of individual or Corporation as applicable)

4 ENGLISH Row

Street Address

S. GRAFTON

MA

01560

City/Town

State

Zip Code



\* Signature of Individual or  
Corporate Name (mandatory)

Re: Corporate Officer  
(mandatory, if applicable)

Social Security Number (voluntary) or  
Federal Identification Number

029-58-6267

This license will not be issued unless this certification clause is signed by the applicant.

Your Social Security/Fed ID number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date:

4-24-19

[Back to Agenda](#)



## Charity Cornhole Tournament

June 23, 2019 2-6pm

Application for a one day use of Grafton Common to hold a 20 team cornhole tournament. We intend to draw approximately 70-100ppl as we will have food, beer and wine for sale with all proceeds donated to the Bay Path Humane Society. We do intend to obtain a GPD officer for the duration of the event.

## Charity Rocktoberfest

October 5, 2019 2-6pm

Application for a one day use of Grafton Common for a multiple local band performance. We intend this to be a family affair with games and possibly a bounce house. We intend to draw approximately 150-200ppl over the course of 4 hours. Food, beer and wine will be sold with all proceeds donated to a local homeless veterans shelter. We also intend to obtain a GPD officer for the duration of the event.



GRAFINN-01

LWATTERSON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Gaudette Insurance Agency, Inc. 1 Plummers Corner Whitinsville, MA 01588	<b>CONTACT</b> NAME: _____ PHONE (A/C, No, Ext): (508) 234-6333      FAX (A/C, No): (508) 234-8121 E-MAIL ADDRESS: mail@gaudette-insurance.com														
<b>INSURED</b>  Grafton Inn LLC, JJH Investments Inc 25 Grafton Common Grafton, MA 01519	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Guard Insurance Group</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Guard Insurance Group		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			JJBP990278	12/7/2018	12/7/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER: _____						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			JJUM952296	12/7/2018	12/7/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	JJWC907573	12/8/2018	12/8/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 \*\*\* Workers Compensation Information \*\*\* No LLC Members have elected coverage.

Town of Grafton as Additional Insured in regard to General Liability per form BP 04 48 01 06

**CERTIFICATE HOLDER****CANCELLATION**

Town of Grafton  
 30 Providence Road  
 Grafton, MA 01519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.

Congratulations!

This card certifies that you have successfully completed the TIPS (Training for Intervention Procedures) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.



Sincerely,

A handwritten signature in cursive script, appearing to read "Adam Chafetz".

Adam F. Chafetz  
HCI President

ID#: 4786662 Name: SHANNON CATINO

Exam Date: 4/8/2018

Expiration Date: 4/8/2021



On Premise

**CERTIFIED**

Issued: 4/30/2018

Expires: 4/8/2021

ID#: 4786662

SHANNON CATINO

4 Englishrow

Saundersville, MA 01560

For service visit us online at [www.gettips.com](http://www.gettips.com)

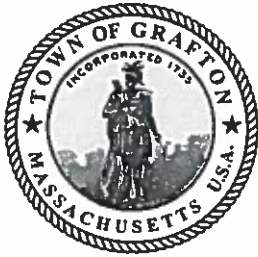
TIPS Trainer: Kimberly Landry, 45375

#### **4 (d) NEW BUSINESS: ONE DAY BEER AND WINE LICENSE – VFW POST 197**

Stanley Stopyra of the VFW Post 197 submitted application for a one day beer and wine license on May 26<sup>th</sup>. The VFW holds this event annually for a Grafton High School Scholarship.

#### **MOTION:**

I move the board vote to



# COMMONWEALTH OF MASSACHUSETTS

## TOWN OF GRAFTON

### APPLICATION FOR LICENSE

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto: **(FULL NAME OF PERSON, FIRM OR CORPORATION MAKING APPLICATION):**

Veterans of Foreign Wars, Inc.

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

MAY<sup>TH</sup> 26 2019  
Date(s) for one day events

25 Main St So. Grafton  
Location

To the Honorable Board of Selectmen; Town of Grafton, Massachusetts

I hereby respectfully submit an application(s) for a license as indicated by ( X ), for which the fee is enclosed.

- |   |   |
|---|---|
| <input type="checkbox"/> Garage Class _____ (\$100)   | <input type="checkbox"/> Music/entertainment (\$10)               |
| <input type="checkbox"/> Hawkers/Peddler (\$25.00)  | <input type="checkbox"/> Common Victuallers (\$25)                |
| <input type="checkbox"/> Pool Room, 1 table(s) at (\$25) each   | <input type="checkbox"/> Inn holders (\$25)                       |
| <input type="checkbox"/> Bowling, _____ alleys at (\$25) each   | <input checked="" type="checkbox"/> One Day Beer & Wine (\$25) ** |
| <input type="checkbox"/> Auctioneer (\$25)  | <input type="checkbox"/> One Day All Alcoholic (\$25)             |
| <input type="checkbox"/> One Day Auctioneer (\$10)  | <input type="checkbox"/> Second Hand Articles (\$40)              |
| <input type="checkbox"/> Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side |   |

Business Name: Veterans of Foreign Wars

License Holders Name/Title: Stanley P. Stopyra

Business Address: 25 Main St So. Grafton, MA 01566

Residential Address: \_\_\_\_\_

Phone Number & Email Address: 508-579-5397

PLEASE COMPLETE THE REVERSE SIDE  
Incomplete applications will not be processed

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

VETERANS of Foreign WARS (Stanley P. Stopyra Commander)  
(Print) Name (of individual or Corporation as applicable)

25 MAIN ST So. Grafton, MA 01560  
Street Address

So. Grafton MA 01560  
City/Town State Zip Code

Stanley P. Stopyra Commander Commander  
\* Signature of individual or Re: Corporate Officer  
Corporate Name (mandatory) (mandatory, if applicable)

Social Security Number (voluntary) or  
Federal Identification Number 046126885

This license will not be issued unless this certification clause is signed by the applicant.

Your Social Security/Fed ID number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: 4/25/2019

#### **4 (e) NEW BUSINESS: REQUEST TO CLOSE FERRY STREET**

Due to rain on April 28<sup>th</sup> The Grafton Little League parade was rescheduled. The new date is May 18<sup>th</sup> beginning at 11:30 a.m. The teams will meet at the South Grafton Elementary School, cross Main Street and proceed up Ferry Street to the Ferry Street baseball complex. Police Details have been secured.



MAY 9, 2019

Dear Board of Selectmen,

On behalf of the Grafton Little League, I am writing this letter to request a temporary closure of the intersection at Main Street and Ferry Street on May 18, 2019 at approximately 11:30 am. The parade will start at South Grafton Elementary School where the players will cross Main Street and head down Ferry Street and end at the Ferry Street baseball complex. Grafton Little League will secure a police detail for this event.

Thank you for your time and consideration.

Respectfully,

Robert Galvani

774-545-6666

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## 7. DISCUSSION

### a) Summer Schedule

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